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Chief Deputy

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

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MICHAEL D. ANTONOVICH

June 29, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ALLOCATE FUNDS FOR THE
GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)
DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM
FOR FISCAL YEAR (FY) 2004-2005
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve funding allocations for the continued provision of the GROW Domestic Violence Supportive Services Program in the amount of \$500,000, of which \$425,000 will be used for the service providers shown on Attachment I in the amounts indicated, and \$75,000 will be used for Community and Senior Services (CSS) administrative costs, effective July 1, 2004 through June 30, 2005. The program is financed by Department of Public Social Services (DPSS) via intrafund transfers.
2. Authorize the Director of CSS, or the designee, to execute contracts in substantially similar form to Attachment II, with the 14 domestic violence service providers indicated on Attachment I and in the amounts indicated for provision of services for the GROW Domestic Violence Supportive Services Program, after County Counsel approval as to form effective July 1, 2004 through June 30, 2005.

3. Authorize the Director of CSS, or the designee, to execute contract amendments in substantially similar form to Attachment III to increase or decrease original contract amounts based on contractor performance and availability of funding and provided that: (a) the amount of change does not exceed 15% of the original contract amount; (b) approval of County Counsel, the Chief Administrative Office (CAO), and DPSS is obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors, the CAO, and DPSS within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The recommended actions will allow CSS to continue administration of the GROW Domestic Violence Supportive Services Program to GROW participants who are victims of domestic violence, by providing case management, counseling, emergency and transitional shelter, legal and other services, and assist them in overcoming barriers to employment and move toward self-sufficiency.

Performance Measures

The GROW Domestic Violence Supportive Services Program performance evaluation is aligned with the County's Performance Counts Initiative. The standard of performance measurement for program effectiveness is indicated by clients achieving one of the following positive outcomes:

- A safe and stable environment, emotionally and physically, to access supportive services;
- Identification and utilization of community resources to achieve self-sufficiency;
- Accessing educational and work-related activities to prepare for workforce readiness.

The Department will assess the agencies' performance through its analysis of monitoring reports produced by the CSS Domestic Violence Unit.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goals of Service Excellence and Children and Families' Well-Being.

FISCAL IMPACT/FINANCING

The cost for the GROW Domestic Violence Supportive Services Program for the period July 1, 2004 through June 30, 2005 totals \$500,000, of which \$425,000 will be used for the 14 domestic violence service providers listed on Attachment I in the amounts indicated; and \$75,000 will be used for CSS administrative costs.

There is no impact on the County general fund. DPSS provides funding for the program to CSS via intrafund transfer. Funding has been included in the Department's FY 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In June 2003, your Board approved funding for 19 GROW Domestic Violence Supportive Services agencies with an option to renew contracts for one more year subject to agency performance, availability of funds and community needs. The GROW Domestic Violence Supportive Services Program is currently in the third year of a three-year funding cycle.

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide GROW Domestic Violence Supportive Services to GROW participants. The MOU is automatically renewed each year, contingent upon availability of funds. DPSS has reviewed and concurs with the recommended actions.

The CAO has reviewed and concurs with the recommended actions. County Counsel has reviewed and approved the attachments as to form.

CONTRACTING PROCESS

CSS conducted an open competitive Request For Proposal (RFP) process in March 2004 to solicit service providers with the capability to provide case management and legal services to GROW participants who are victims of domestic violence. A total of 15 agencies submitted proposals to CSS. Fourteen agencies were successful in the RFP process and are being recommended for funding with this action. One agency, Coalition of Mental Health Professionals, did not meet the minimum requirements as set forth in the RFP and therefore is not recommended for funding.

Monitoring Requirement

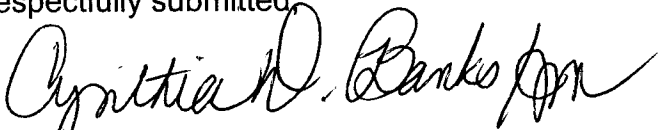
CSS will ensure that all approved contractors are monitored relative to contract compliance and administrative, programmatic and fiscal requirements. Each contractor will be monitored quarterly for programmatic contract compliance through the CSS Domestic Violence Monitoring Unit. Fiscal compliance monitoring will be conducted bi-annually by an approved vendor procured through the Auditor-Controller.

The contracting method that will be used for the GROW Domestic Violence Supportive Services Program is a performance-based, fee-for-service contract and all providers are required to submit outcome measures associated with the completion of tasks in the statement of work. CSS will analyze service fees on a yearly basis and will adjust fees accordingly to meet the County's cost of living adjustment (COLA) policy as adopted by the Board on January 29, 2002.

IMPACT ON CURRENT SERVICES

Continuation of the GROW Domestic Violence Supportive Services Program will allow agencies to continue providing domestic violence supportive services to GROW participants, who are victims of domestic violence and do not have children or are non-custodial parents, enabling them to overcome barriers to employment and ultimately achieve self-sufficiency.

Respectfully submitted,



CYNTHIA D. BANKS
Chief Deputy

CB:RD:sh
Attachments (3)

c: David E. Janssen
Raymond G. Fortner, Jr.
Violet Varona-Lukens
J. Tyler McCauley
Bryce Yokomizo

ATTACHMENT I**GROW DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM
FY 2004-05 FUNDING RECOMMENDATIONS**

Agency	Funding Recommendation
1736 Family Crisis Center	\$ 33,000
Antelope Valley Domestic Violence Council	\$ 12,500
Bienvenidos Children's Center, Inc.	\$ 25,000
House of Ruth, Inc.	\$ 12,500
Institute For Multicultural Counseling and Education Services (IMCES)	\$ 35,000
Jenesse Center, Inc.	\$ 25,000
Los Angeles Center for Law and Justice	\$ 25,000
National Council on Alcoholism and Drug Dependence Long Beach (NCADD) Woman to Woman Domestic Violence Program	\$ 35,000
Peace and Joy Care Center	\$ 69,500
Project: Peacemakers, Inc.	\$ 33,000
Prototypes, A Center for Innovation in Health, Mental Health, and Social Services	\$ 72,500
San Fernando Valley Community Mental Health Center, Inc.	\$ 20,000
Santa Anita Family Service	\$ 12,000
YWCA of San Gabriel Valley – WINGS	\$ 15,000
TOTAL	\$425,000

DEPARTMENT OF COMMUNITY AND SENIOR SERVICES



GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM FY 2004-05 AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND

Prepared by
Department of Community and Senior Services
Domestic Violence Unit
Contracts Management Division
3333 Wilshire Blvd., Suite 400
Los Angeles, CA 90010

July 1, 2004

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Contract # _____

**GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)
DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM FY 2004/05
AGREEMENT**

THIS AGREEMENT is made and entered into this ____1st____ day of
____July____, 2004.

Between

COUNTY OF LOS ANGELES, (hereinafter
referred to as "County"),

And

(hereinafter referred to as
"Contractor")

WHEREAS, the COUNTY has created a GROW Domestic Violence Supportive Services Program pursuant to Section 11322.6(q) of the California welfare and Institutions Code.

WHEREAS, the COUNTY has authority to provide domestic violence services pursuant to Assembly Bill (AB) 1542, Chapter 270, Statutes of 1997 All County Information Notice I-51-97;

WHEREAS, the COUNTY has selected the CONTRACTOR to provide services to victims of domestic violence as specified in the Los Angeles County GROW Domestic Violence Supportive Services implementation Plan approved by the Board of Supervisors;

WHEREAS, the CONTRACTOR desires to participate in an supportive services program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services contemplated by this contract; and

WHEREAS, pursuant to the provisions of said written agreement, County has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services;

WHEREAS, Contractor shall establish and implement written administrative; management and personnel policies and procedures to govern the management and administration of the program, in order to ensure that all goals and objectives are achieved as contracted.

WHEREAS, Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

NOW, THEREFORE, in consideration of the foregoing premises the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H and I as set forth below, are attached to and form a part of this Agreement.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments According to the following priority:

- Attachment A - Statement of Work
- Attachment B - Contractor Budget and Employee Benefits (Exhibits A: Statement of Work; Exhibit B: Budget Summary)
- Attachment C - Sample Monthly Funding Requisition
- Attachment D - Contractor Employee Acknowledgment and Confidentially Agreement
- Attachment E - Invitation for Bid/Request for Proposals/Grounds for Rejection
- Attachment F - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- Attachment G - Bidder's/Offer's Nondiscrimination in Services Certification
- Attachment H - Safely Surrendered Baby Law Fact Sheet
- Attachment I - Federal Earned Income Tax Credit

1. **AGREEMENT:** This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supercedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

2. **CONTRACT ADMINISTRATION:** The Director of Community and Senior Services (hereinafter known as CSS) of the County, hereinafter called The Director, or his designee, shall have full authority to act for the County in the administration of this Contract.
3. **DEFINITIONS:** Hereinafter the following terms will be used.
 - A. Community and Senior Services of Los Angeles County will be referred to collectively as "CSS".
 - B. The Director of Community and Senior Services will be referred to as the "COUNTY PROGRAM DIRECTOR".
 - C. The State Department of Health Services will be referred to as the "STATE".
 - D. The California Welfare and Institutions Code and the Health and Safety Code will be referred to collectively as the "CODES".
 - E. The CalWORKs Domestic Violence Services Supportive Services Program will be referred to as the "PROGRAM".

II. FURTHER TERMS & CONDITIONS

1. **TERM:** The term of this Agreement shall commence on July 1, 2004 and shall continue in full force and effect to and including June 30, 2005, upon successful contract performance and availability of funds.
2. **MAXIMUM OBLIGATION OF COUNTY:** During each fiscal year or portion thereof that this Agreement is in effect, the Maximum Obligation of County shall reimburse CONTRACTOR from the Program special Fund as specified in Exhibit B for supplying services as indicated in Exhibit A in the amount not to exceed \$_____. The amount of \$_____ for Case Management Services and/or the amount of \$_____ for Legal Services as specified. In no event shall this CONTRACT give rise to a charge on any other funds of the COUNTY.
3. **ACCOUNTING:** Contractor must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and in compliance with the accounting and reporting requirements of the County. Each Contractor must maintain an accounting system consistent with the Auditor Controller Contract Accounting and Administration Handbook. Agencies not in compliance must make any necessary adjustments to conform. The material discussed in the handbook, is mandatory unless a written waiver is granted by CSS.

4. **ACQUISITION OF SUPPLIES AND/OR EQUIPMENT:** Following approval by County Program Director, or his designee, the purchase of supplies and/or equipment as noted below:
 - A. The Contractor may purchase from private vendors, at approved prices and using approved specifications, provided requirements are met.
 - B. The Contractor may purchase from Contractor-related agency or organization only if;
 1. Prior authorization is obtained in writing from the County Program Director, or his designee;
 2. No more than maximum prices or charges are made and no less than minimum specifications are met as provided in writing by the County Program Director, or his designee;
 3. A community-related benefit derives from such Contractor-related acquisition; and
 4. No conflict of interest for private gain accrues to the Contractor or its employees or officers.
5. **ADMINISTRATIVE COSTS:** Total of all administrative costs cannot exceed 10% (ten percent) of the total funded amount.
6. **ALLOWABLE COSTS:** Allowable costs under this contract shall be limited to those costs applicable to nonprofit organizations, local governments, publicly financed educational institutions, and for-profit companies as permitted under OMB Circulars A-122 (Cost Principles for Nonprofit Organizations), A-87 (Cost Principles for State and Local Governments), A-21 (Cost Principles for Publicly Financed Educational Institutions), and A-102 Attachment O (Procurement Standards), OMB Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions, and are consistent with agreement of the County of Los Angeles.
7. **ALTERNATE FINANCIAL MANAGEMENT SERVICES:** The County will have available for Contractor a financial management service and/or major fiscal services, which may include certain designated record keeping, reporting, petty cash and lesser fiscal functions, with a percentage fee for such services deducted by the County from Contractor's total contract amount. For all designated fiscal services performed by other than the Contractor, responsibility is vested in the fiscal management Contractor. Their service is optional to the Contractor unless:

- A. At the time of the initial contract negotiations County Program Director, or his designee, stipulates to the contrary, or
 - B. CSS has verified fiscal management problems during the contract period, in which instance, County Program Director, at his discretion, may require use of a financial management service as a condition of continued funding or future contract awards.
- 8. ALTERATION OF TERMS: The body of this Agreement, together with the Appendices and Exhibit "A", Application, attached hereto, fully expressed all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.
- 9. ANNUAL CLOSEOUT COST REPORT:
 - A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Community and Senior Services three copies of an annual cost report within forty-five days following the close of such fiscal year. Such cost report shall be prepared in accordance with the requirements set forth in the State's Program Manual and also in accordance with any other written guidelines which may be provided Contractor by Director, Community and Senior Services or authorized designee by the end of the fiscal year for which the report is to be prepared.
 - B. If the Agreement is terminated or canceled prior to June 30th, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and two copies of such report shall be submitted within forty-five days after termination or cancellation date to County's Community and Senior Services.
- 10. ASSIGNMENTS AND SUBCONTRACTS: CONTRACTOR may enter into subcontract(s) for the performance of this Contract only upon receipt of the prior written consent of COUNTY PROGRAM DIRECTOR, or his designee. All appropriate provisions and requirements of this Contract shall apply to any subcontracts or agreements. The COUNTY, for the performance of any subcontractor, shall hold CONTRACTOR responsible. Any subcontracts entered into by CONTRACTOR shall be subject to the provisions specified below:

A. The function undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR may not delegate its duties or obligations, nor assign its rights hereunder, either in whole or in part, without the prior written consent of COUNTY PROGRAM DIRECTOR, or his designee. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of CONTRACTOR, or the transfer of assets of contractor shall be deemed an assignment of benefits under the terms of this CONTRACT requiring COUNTY approval. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY.

B. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, any result in the termination of this Agreement.

11. ASSURANCES: The Contractor gives assurances and certifies with respect to the program that it will comply with the Federal OMB Circulars A-102, A-110, A-122 and A-21 as they apply to Contractor. Contractor further assures that:

A. Legal Authority: It possesses legal authority to execute the proposed project, that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of Contractor to act in connection with the project specified and to provide such additional information as may be required by County.

12. AUTHORIZATION WARRANTY: The Contractor represents and warrants that its signatory to the Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

13. AUTHORITY TO BIND CONTRACTOR: Before the receipt of a fully executed copy of this Contract, Contractor shall furnish to COUNTY PROGRAM DIRECTOR, or his designee, a written list of persons duly authorized to execute, on behalf of Contractor, agreements, contracts, modifications to contracts, or other documents as may be required by COUNTY PROGRAM DIRECTOR, or his designee.

14. BUDGET: Expenditures made by Contractor in the operation of this Contract shall be in strict compliance and conformity with the budget

set forth in Exhibit B, unless prior written approval is obtained from County Program Director, or his designee.

15. **BUDGET REDUCTIONS:** In the event that the County's Board of Supervisors adopts, in any fiscal year, county Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding the said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.
16. **CAPITAL ASSET EQUIPMENT:** At termination or completion of the project, Contractor shall dispose of all capital asset equipment, which is purchased wholly or in part with Federal and State funds, in accordance with Federal, State and County procedures. If said equipment is to continue to be used to further the purpose of contracted funds, title to said equipment might be relinquished to Contractor upon written approval of County. Equipment purchased by the County and provided to Contractor to assist in providing services, is to be transferred or returned, as directed in the Annual Closeout Cost report paragraph. The Contractor shall submit an annual inventory of equipment and vehicles.
17. **CAPITAL IMPROVEMENTS:** The Contractor shall assure that no program funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of, or any improvements to any building or facility unless specifically approved in writing by County Program Director, or his designee.
18. **CHANGES AND AMENDMENTS OF TERMS:** The County reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such revisions shall be accomplished in the following manner:
 - A. For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change of Notice* shall be prepared and signed by the County Contract Administrator (CCA) and the Contractor's Contract Manager.
 - B. For any revision which materially affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the County

Board of Supervisors and the Contractor except as provided in C, herein below.

- C. The CSS Director may prepare and sign amendments to the Agreement without further action by the County Board of Supervisors under the following conditions:
1. Amendments shall be in compliance with applicable County, State and Federal regulations.
 2. The amendment is for a decrease in the Agreement costs.
 3. The County Board of Supervisors has appropriated sufficient funds in the Department of Community and Senior Services.
 4. The Department of Community and Senior Services shall obtain the approval of County Counsel and Department of Public Social Services or his designee for an amendment to this Agreement.
 5. The amendments extend the contract terms.
 6. The CSS Director will notify the Chief Administrative Office within ten (10) business days after execution of each amendment.
19. CHARGES TO CLIENTS: Services to clients charged to this grant must be provided at NO COST to the clients.
20. CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING: The Contractor staff working on this Agreement shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and should submit all required information, in accordance with PC Code Sections 11166 and 11167.

The Contractor staff working on this Agreement shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633.

The Contractor staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to the County.

21. COMPLAINTS: Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within thirty (30) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- A. The CCA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
 - B. If the CCA requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
 - C. If, at any time, the County wants to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
 - D. The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.
22. COMPLIANCE WITH APPLICABLE LAW: In the performance of this Agreement, Contractor and its subcontractor(s) shall comply with the requirements of County and all other applicable Federal and/or State laws, regulations, guidelines and directives.
23. COMPLIANCE WITH NATIONAL LABOR RELATIONS BOARD ORDER: The Contractor does swear under penalty of perjury that, in the immediately preceding two year period, it has not been found more than once by a federal court to be in final, unappealable contempt of court for failure to comply with an order of the National Labor Relations Board.
24. COMPLIANCE WITH LAWS: Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances

and directives, and all provisions required. These may include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations
4. Social Security Act
5. State Energy and Efficiency Plan [Title 24, California Administrative Code]
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environment Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)
11. Cost Principles for Education Institutions, Office of Management and Budget (OMB) Circular A-21
12. Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87
13. Cost Principles for Non-Profit Organizations, OMB Circular A-122
14. Audits of State, Local Governments, and Non-Profit Organizations, OMB Circular A-133

Contractor shall maintain all licenses required to perform the Agreement. Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment

eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

25. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.020 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and her received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standards as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Services Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
 4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
26. CITIZENSHIP LAWS: Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including but not limited to the Immigration Reform and Control Act of 1986. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.
27. CONDUCT OF PROJECT:
- A. The CONTRACTOR shall abide by all terms and conditions imposed and required by the grant from the COUNTY and shall abide by all subsequent revisions, modifications and administrative and statutory changes made by the STATE.

- B. The CONTRACTOR shall, in a satisfactory and proper manner as reasonably determined by the COUNTY, operate and conduct this program, hereinafter referred to as the "PROGRAM", in accordance with the documents, which are part of this Contract.
 - C. The CONTRACTOR shall comply with all applicable Federal, State and Local laws, rules and regulations, codes, guidelines, procedures, and standards promulgated hereunder.
 - D. In the event that STATE codes, rules and regulation, guidelines, procedures and standards are amended at any time subsequent to the making of this CONTRACT, COUNTY PROGRAM DIRECTOR, or his designee, shall appropriately notify the CONTRACTOR in writing. Upon such notification, CONTRACTOR shall have the option of notifying COUNTY that it cannot comply with such amendments, in which case this CONTRACT may be terminated in accordance with State law, and Section 10 of this Contract. In this event, the CONTRACTOR'S personnel policies and the COUNTY'S Civil Service rules and ordinances, will also be taken into consideration by the COUNTY.
 - E. Termination of the CONTRACT under this provision shall not be deemed to continue the obligation of the CONTRACTOR to serve persons who would have received services under this Contract.
28. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records in accordance with all applicable State and Federal laws relating to confidentiality of program records and information. Contractor shall require all its officers, employees and agents providing services hereunder, to acknowledge in writing, understanding of and agreement to comply with said confidentiality provisions. Contractor agrees and shall insure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.
29. CONFLICT OF INTEREST/CONTRACT PROHIBITED: No County employee whose position in County enables him to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. Nor may any staff member of the Contractor paid out of Domestic Violence funds serve on the Board of Directors or any other duly authorized governing body of said Contractor.

The Contractor represents and warrants that it is aware of and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180,010, "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. The Contractor must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment E, hereunder.

The Contractor represents and warrants they did not, as an individual or firm or subsidiary of a firm, under contract, assist the County in the development and preparation of the Request for Proposals for the Agreement.

No Contractor employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is now aware of any facts that create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 72 shall be a material breach of this Agreement.

30. CONFLICT OF TERMS: To the extent that there exists any conflict between the language of this Agreement and the exhibits attached hereto, the former shall govern and prevail.
31. CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT: Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County Employees shall be given first priority.

32. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should the Contractor require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.
33. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.
34. CONTRACTOR'S EMPLOYEES:
1. The Contractor is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the Contractor to perform these services shall at all time be employees of the Contractor.
 2. While providing services to the County under this Agreement, the Contractor's employees shall report to the Contractor for all work-related activities and abide by the rules and regulations of the County facility where the employee is assigned. However, any employee of the Contractor who, in the opinion of the County is unsatisfactory (e.g. has committed an act of fraud, sexual harassment, etc.) shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.
 3. The Contractor will be solely responsible for providing to its employees all legally required employee benefits and the County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

4. The personnel provided by the Contractor shall at a minimum be:
- A. Able to fluently read, write, speak, and understand English.
 - B. Bilingual, when requested.
 - C. Able to communicate effectively using good judgment and diplomacy.
 - D. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
 - E. Able to handle sensitive materials and perform confidential duties.
 - F. Able to satisfy a background check.
 - G. Able to meet the minimum qualifications as stated in the Statement of Work.

35. CONTRACTOR'S PERFORMANCE/REALLOCATION OF FUNDS:

- A. Contractors are expected to perform at optimum capacity in meeting contractual commitments. Contractor shall by the end of the second quarter, following beginning of a funding cycle, achieve a seventy-five percent (75%) of monthly contract commitment through the end of the fiscal year.

If Contractor provides less than seventy-five percent (75%) of the total contracted units of measurement in any month, the County, at its discretion, may require that the contract be renegotiated to more accurately reflect the actual levels of service or the County may terminate the contract.

- B. The department reserves the right to reduce contract amount if quarterly monitoring indicated that the rate of reimbursement represents less than seventy-five percent (75%) as applicable to section A of proceeding. In the event of money underutilization by the Contractor, the contract may be renegotiated in order to reflect more accurately the actual levels of expenditure or the department may terminate the contract, as applicable to section A of preceding.

The performance of Contractor will be reevaluated at a six (6) month interval, and funds will be reallocated at the discretion of the PROGRAM MANAGER. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

B. Consistent with the goals of the Program, as described in Attachment "A" Exhibit 2.9, attached hereto and incorporated herein by reference. The Contractor agrees to comply with the following:

1. Performance Outcome Measures as required by CSS and as described in Attachment "A", Exhibit 2.9.
2. Provision of the Monthly Activity Report to CSS for purposes of verifying the Program status for clients served under this contract, as described in Attachment "A", Exhibit 2.4.
3. Provision of the Client Outcome Form, as described in Attachment "A", Exhibit 2.6.
4. Provide program data as required by CSS.

36 CONTRACTORS TO NOTIFY COUNTY WHEN IT HAS RECEIVED 75% OF TOTAL CONTRACT AMOUNT: Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the Department at the address herein provided in the Request For Proposal.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specific period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern of practice which negatively reflects the same, (3) committed an act or offence which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors of the County Contractors.

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance code Section 1088.5, and shall implement all lawfully served Wage and Earning Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COPYRIGHT: The County shall have free license to any copyrighted material or material subject to copyright developed under this project. County reserves the right to use and reproduce all reports and data produced and delivered pursuant to this program and reserves the right to authorize others to use and reproduce such materials.
40. COST OF LIVING ADJUSTMENTS: Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of this Agreement, Contract, out of funds payable hereunder, agrees to restrict cost of living salary adjustments (COLA) to its employees during the term of this Agreement to the lesser of (1) the average salary cost of living adjustment granted to County employees by the Board of Supervisors as of April 1 of the prior year, or (2) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles - Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the Contractor and its employees shall also experience no COLA.
41. COUNTY LOBBYIST ORDINANCE: Contractor shall comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160 for each County Lobbyist retained by the Contractor. Failure on the part of any County Lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.
42. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEAR(s): Notwithstanding any other provision of this Agreement, it shall be effective and binding upon the parties only in the event that funds for the purposes hereof are received by the County from State and subsequently are appropriated by County's Board of Supervisors.

County shall not be obligated for services hereunder performed during any of County's future fiscal years unless and until funds are received from the State and County's Board of Supervisors subsequently appropriates funds for services hereunder for each such future fiscal year.

43. COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS: The County of Los Angeles has adopted a uniform definition of a small business and a policy for small businesses to ensure that small businesses are not disadvantaged by the contracting and acquisition process and that programs are implemented to assist them in fair, open competition. The County shall:
- A. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
 - B. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
 - C. Continually review and revise how we package and advertise solicitation, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunities for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
 - D. Insure the staff that manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.
44. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate the Contractor's performance under the contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all terms and conditions and performance standards, as described in Exhibit "D" Performance Requirement Summary. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective

action measures, the County may terminate the contract or impose other penalties as specified the contract.

45. **COVENANT AGAINST FEES:** The Contractor warrants and represents that no person or selling agency has been employed to retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bono fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.
46. **DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:** Contractor shall repair, or cause to be repaired, as its own cost, any and all damage to county facilities, buildings, or grounds caused by contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

47. **DELEGATIONS AND ASSIGNMENT:**
- A. Contractor agrees that the conditions set forth in the third party policy of Community and Senior Services are binding upon Contractor during the terms of this contract.
 - B. Contractor may not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of Director, Community and Senior Services or his authorized designee.
 - C. Any delegation and/or assignment shall be in the form of a subcontract. Contractor's request to Director for approval to enter into a subcontract shall include:
 - 1. A description of the services to be provided by the subcontract.
 - 2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor

was selected, including the degree of competition obtained.

3. The proposed subcontract amount, together with Contractor's cost or price analysis thereof.
4. A copy of the proposed subcontract. Director shall approve any later modification or amendment of such subcontract in writing before such modification or amendment is effective.

- D. Subcontracts issued pursuant to this paragraph shall be in writing and shall contain at least the intent of the following paragraphs of this Agreement:

TERM, METHOD OF PAYMENT, PROGRAM SUPERVISION, MONITORING AND REVIEW, LOBBYING PROVISION, NONDISCRIMINATION IN SERVICES, NONDISCRIMINATION IN EMPLOYMENT, LICENSES, INDEPENDENT CONTRACTOR STATUS, INDEMNIFICATION, INSURANCE, FAILURE TO PROCURE INSURANCE, AUDITS ANNUAL COST REPORT, CITIZENSHIP LAWS, CONFIDENTIALITY, UNLAWFUL SOLICITATION, FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE, AND CONFLICT OF INTEREST.

- E. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allow ability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as affecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY paragraph hereinabove.
- F. The County reserves the right to recommend termination of a subcontract if it is determined that the health, safety, and welfare of participants are at risk or for any other deemed cause and may at its discretion, disallow any additional payment of contracted funds for services to said subcontract.

48. **DESCRIPTION OF SERVICES:** Contractor agrees to provide services in the form as described in Appendices and Attachment "B", Application, attached hereto and incorporated herein by reference.

Contractor shall provide to eligible persons the supportive services set forth in Attachment "B", Application, hereof which states for such services the following:

- A. Description of the service and Contractor's program relating thereto;
 - C. The time(s) and location(s) of service availability;
 - D. Description of the facilities and equipment involved in providing the service; and
 - E. List of personnel who are to perform the service stating separately for each job position, the job title, the job qualifications, the salary, and a description of duties.
49. **DISALLOWED COSTS:** If Contractor has failed to return unexpended funds or funds spent for disallowed costs related to any CSS contract, County may withhold payment to be made to Contractor under this Contract. If in the occurrence of this Contract a dispute arises concerning questioned costs, Contractor shall request a meeting with the County Program Director, or his designee, within thirty (3) business days from the date of the notice of questioned costs. If the Contractor fails to request or meet with County Program Director, or his designee, within thirty (30) business days, the questioned costs becomes disallowed. If the questioned costs are not satisfactorily resolved within twenty-one (21) business days after the meeting or within fifty-one (51) business days from the date of the notice of the questioned costs, Contractor may request that the issue be resolved by County Program Director, or his designee. The final determination of disallowed costs shall be made by County Program Director, or his designee, within seventy-two (72) business days from the date of the notice of questioned costs. The Contractor has fourteen (14) business days to make payment on the disallowed costs. Nowhere shall the issues of dispute supersede, replace or be in conflict with Federal, State and local regulations, laws and codes.
50. **DISCLOSURE OF INFORMATION:** The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publicizing its role under the Agreement within the following conditions:
- 1. The Contractor shall develop all publicity material in a professional manner.

2. During the course of performance of this Agreement, the Contractor, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the CSS and County Counsel.

In no event, shall the Contractor use any material, which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.

3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Paragraph 26 shall apply.

51. **DRUG-FREE WORKPLACE:** The Contractor agrees to take all necessary and legal steps to ensure a workplace and an environment free of illegal drug use by the Contractor's employees and program participants.

52. **EMPLOYEE SAFETY:** The Contractor will assure that the Contractor's employees:

- 1) Are covered by an effective Injury and Illness Prevention Program.
- 2) Receive all required general and specific training.

53. **EMPLOYMENT ELIGIBILITY VERIFICATION:** The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended.

The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

54. ENTERTAINMENT: Costs of any amusements, social activities, and incidentals relating thereto, such as meals, beverages, lodging, rentals, transportation and gratuities, are not allowed.
55. EQUIPMENT: Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over five hundred dollars (\$500) per unit in value as approved in the budget, Exhibit B and must purchase from the lowest bidder. In addition any purchase of equipment over three hundred (\$300) or more per unit shall require the prior written approval of County Program Director, or designee. All equipment costing over fifty (\$50) or having a life expectancy or more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates and allowances received by Contractor. Equipment purchases approved in the budget by County Program Director, or his designee, shall be initiated in the first quarter of the program year. The above provisions will apply to leasing as well as to purchasing of equipment.
56. FAILURE TO PROCURE INSURANCE: Failure on the part of Contractor to procure, maintain or renew required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement or procure and renew such insurance and pay any and all premiums in connection therewith. Contractor shall repay all monies so paid by County to County upon demand or County may offset the cost of the premiums against any monies due from the County.
 - A. Subcontractors: Insurance provisions described above shall apply to all subcontractors as well as to Contractor.
57. FAIR LABOR STANDARDS COMPLIANCE: Contractor agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

58. **FEDERAL EARNED INCOME TAX CREDIT:** The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.
59. **FISCAL ACCOUNTABILITY:** Contractor shall be required to adhere to strict fiscal accounting standards and must comply, where applicable, the Cost Principles of the Office Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profits Organizations, OMB Circular A-102 for Grant and Cooperative Agreements and State and Local Government agencies, OMB A-133 for Audits of States, Local Governments and Non-Profit Organizations and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.
60. **FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE:**
- A. **Form of Business Organization:** Contractor shall prepare and submit to Community and Senior Services within ten days following execution by Contractor's duly constituted officers, containing the following information:
1. The form of Contractor's business organization, i.e., proprietorship, or partnership, or corporation.
 2. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.
 3. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement.
 4. If during the term of this Agreement, the form of Contractor's business organization changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Director in writing detailing such changes.
- B. **Real Property Disclosure:** If Contractor is renting, leasing, or subleasing or is planning to rent, lease, or sublease, any real

property where persons are to receive services hereunder, Contractor shall prepare and submit to Community and Senior Services within ten days following execution of this Agreement, and at the time of submitting the Annual Cost Report as provided under ANNUAL COST REPORT paragraph, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information.

1. The location by street address and city of any such real property.
2. The fair market value of any such real property as such value are reflected on the most recent issued County tax collector's tax bill therefore.
3. Contractor, his agent and employees will comply with all applicable Federal, State and County laws and regulations governing conflict of interest. To this end, a detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and, if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.
4. A listing by full names of all Contractor's officers, directors, boards, members of its staff and consultants, that also identifies those who have any family relationship by marriage or blood with a lessor or sub-lessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sub-lessor's business, or both. If such lessor or sub-lessor is a corporation or partnership, such listing shall also include the full names of all of Contractor's officers, members of its advisory boards, members of its staff and consultants, and identify those who have any family relationship, by marriage or blood, to

an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship, which exists between such person(s) and Contractor's representatives listed.

True and correct copies of all written rental agreements, leases and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

5. True and correct copies of non-profit status by California Secretary of State and tax exempt status by Internal Revenue Service.

- B. Authorized County, State or Federal representatives shall have the right to monitor Contractor's performance relating to acquisition, alteration, renovation, or construction pursuant to this Agreement; said monitoring to include, but not be limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with project supervisor and staff during normal business hours.

61. **GENERAL INSURANCE REQUIREMENTS:** Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to **Community and Senior Services of Los Angeles County, 3333 Wilshire Boulevard, Suite 400, Domestic Violence Unit, Los Angeles, California, 90010** prior to commencing services under this Agreement. Such certificates or other evidence shall:

1. Specifically identify this Agreement.
2. Clearly evidence all coverage required in this Agreement.

3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.
- C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. Notification of Incidents, Claims or Suits: Contractor shall report to County:
 1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 2. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

3. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County; Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Sub-contractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

1. Contractor providing evidence of insurance covering the activities of sub-contractors, or
2. Contractor providing evidence submitted by sub-contractors which substantiate that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies.

G. Insurance Coverage Requirements:

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

3. Workers Compensation and Employers' Liability insurance providing Workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbors Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers Liability coverage with limits of not less than the following:

<u>Each Accident:</u>	\$1 million
Disease - policy limit:	\$1 million
Disease - policy employee	\$1 million

4. Professional liability: Insurance coverage liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the Agreement.
5. Crime Coverage: Insurance in the amount not less than twenty five thousand dollars (\$25,000.00) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall have County as loss payee.
6. Property Coverage: Such Insurance shall be endorsed naming County as an additional insured and shall include:
 - 1) Real Property: All-risk coverage, excluding earthquake and flood for the replacement value and with a deductible no greater than five percent (5%) of replacement value.
 - 2) Personal Property: Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of the property.

Such policies shall be primary to in all instances and not contributing with any other insurance maintained by the County and shall name the County as an additional insured.

H. SPARTA Paper (Assists Potential Contractors to Obtain Insurance)

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, Contractor may call (800) 420-0555 or contact them through e-mail address: carol@web2wise.com.

62. GENERAL WORKING CONDITIONS: Contractor shall comply with all laws applicable to wages and hours of employment, occupational safety and to fire safety, health and sanitation. Contractor warrants that no wages, prices or salaries paid under this Agreement will be in excess of the maximum legally allowable pursuant to said laws.
63. GRATUITIES: It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of Contract or that the proposer's failure to provide such consideration may negatively affect County's consideration of the proposer's submission. A proposer shall not offer or give either directly or through in intermediary consideration in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract. A proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration. Among other items such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangibles goods.
64. GRIEVANCES:
- A. Contractor agrees to submit a Grievance Procedure, in accordance with Applicable Federal, State and local laws, rules and regulation to the County Program Director, or his designee, within thirty (30) calendar days of contract execution.

- B. CSS ensures procedures for the review, processing and resolution of contractor complaints and grievances. In the event that a contractor needs to file a formal complaint, a formal grievance procedure is in place upon request.
65. HEALTH INSPECTIONS: Contractor understands and agrees that County may cause inspection of the Contractor's Domestic Violence Shelter center by the appropriate Department of Health (County, or Cities of Long Beach or Pasadena) as often as once every three (3) months or upon receipt of a complaint to determine if the facility is sanitary, healthful and otherwise safe for its intended or actual use. The Contractor shall be provided with a written report as to the unsatisfactory conditions at the facility and shall either correct the deficiencies within thirty (30) business days of receipt of the report or shall obtain a written extension of time to make such corrections from the appropriate Department of Health. Failure to permit inspection or cure the defect(s) on a timely basis shall constitute grounds for termination of this Contract.
66. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless County, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Contractor's operations, or the services hereunder, including any workers' compensation suits, liability, or expense arising from or connected with services performed on behalf of Contractor by any person pursuant to this Agreement.
67. INDEPENDENT CONTRACTOR STATUS:
1. This Agreement is by and between the County and the Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the County and the Contractor. The employee and agents of on party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
 2. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State

or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the Contractor.

3. The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Worker's Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely responsible for furnishing any and all Worker's Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract
68. INDIRECT COSTS: Indirect costs shall be based on the indirect cost rate approved by an agency of the Federal Government. Indirect costs not included in Contractor's project budget attached hereto shall not be allowed under this Contract. A cost allocation plan that supports the indirect cost rates set forth in Exhibit B to this Contract with a copy of approval from a cognizant agency of the Federal Government must be submitted to County prior to execution of the Contract. All expenditures distributed to indirect costs shall be subject to audit.
69. INSPECTIONS: Authorized representatives of County, State and Federal agencies shall have the right to conduct on-site inspections to review, audit or investigate Contractor's facilities, programs, records, and other operations at any time.
70. INTANGIBLE PERSONAL PROPERTY: COPYRIGHTS: Unless the terms and conditions of this contract state otherwise, the following rules apply. If any copyrightable material is developed in the course of or under this contract:
 - A. If any material funded by this Agreement is subject to copyright, the County reserves the right to copyright such material and the Contractor agrees not to copyright such material except as set forth in lines (b) and (c).
 - B. The Contractor may request permission to copyright material by writing to the Director of CSS. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
 - C. If the material is copyrighted with the consent of the Director, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

71. **JOINT FUNDING AND REVENUE DISCLOSURE REQUIREMENT:** By the execution of this CONTRACT, CONTRACTOR certifies unless waived by COUNTY, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or County sources or other governmental and non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

During the term of this CONTRACT, CONTRACTOR shall prepare and file a similar written statement each time it receives funding from any governmental agency which is additional to that revenue disclosed in CONTRACTOR'S initial revenue disclosure statement hereunder. Such statement shall be filed with CSS within fifteen (15) business days following receipt of such additional funding. COUNTY shall not pay for any services provided by CONTRACTOR, which are funded by other services. If CONTRACTOR is a governmental agency, it shall be exempt from disclosure requirements of this Section except as it pertains to other sources of funding for the PROGRAM. All other provisions of this section shall apply. The failure of CONTRACTOR to comply with the requirements of this paragraph shall constitute a material breach of CONTRACT upon which COUNTY may cancel, terminate, or suspend this CONTRACT.

72. **LICENSES:** Contractor shall obtain and maintain, during the term of this Agreement, all appropriate licenses, permits and certificates required by all applicable County, State and/or Federal laws, regulations, guidelines, and directives for the operation of its facility and for the provision of services hereunder. A copy of each license, permit and certificate shall be sent to Community and Senior Services.
73. **LOBBYING:** Contractor, to the best of his or her knowledge and belief certify, that:
- A. No Federal appropriate funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal Contract, making of any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension

continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall Complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all subreceptients shall certify and disclose accordingly.
- D. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

74. LOCATION OF SERVICES: Contractor shall continuously manage and operate the site(s) at the location(s) to provide services set forth in Attachment "B", Application.

Contractor shall obtain required inspections certificates (health, fire, etc.) and the prior written consent of Director of Community and Senior Services or his designee before modifying or terminating services at any other location.

75. METHOD OF COMPENSATION: Subject to availability of funding, the County agrees to make payments to Contractor under the following conditions.

A. Payment

1. Monthly Payment

Payments shall be made only after receipt, review and approval of invoices by COUNTY PROGRAM DIRECTOR, or his designee, for

CONTRACTOR's allowable expenses actually incurred for any individual calendar month. Said invoices shall indicate total monthly costs and shall be performance based fee-for-service method in detail as described in Exhibit A, Statement of Work. Invoices and any necessary supporting documentation required by COUNTY PROGRAM DIRECTOR or his designed shall be submitted to CSS no later than the fifth calendar day of the month.

2. Invoicing

Contractor shall prepare and submit monthly invoices, in the format and categories outlined in Attachment C, Sample Monthly Requisition Format; invoices shall not exceed the allotted fees for services as outlined in the Monthly Requisition Report. Contractor shall submit one original and two copies to CSS within five (5) calendar days following the end of the month in which services were provided. Failure to submit timely and accurate monthly invoices, will result in a contract discrepancy and a delay in payment.

Each invoice shall be supported by back-up documentation to validate the invoice amounts. This documentation shall include, but not be limited to, those items as specified in the Monthly Activity Report (MAR). County will not authorize payment on incomplete or inaccurate invoices.

County shall make a reasonable effort to effect payment to Contractor within (30) calendar days of receipt of an invoice, which is accurate as to form and content.

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County.

Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment Contractor.

This provision shall survive the expiration or other termination of this Agreement.

County shall have no requirement for payment other than as set forth in this Agreement.

Contractor shall invoice the County for case management services provided by the fifteenth working day of the following month, but not more than one year from the day of the services were provided and Contractor is formally informed that any cost of services provided over one year ago prior to submitting invoices, will not be reimbursed per government regulations.

3. Request for Final Payments

The County reserves the right to withhold 10% of the contract amount or the final request for payment, whichever is greater, on a completed project until certification completion is issued by CSS. Such certification shall not replace or supersede the final audit report.

Prior to receiving final payment under this Agreement, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.

B. Commingling of Funds

Funds allocated pursuant to this CONTRACT shall be used exclusively for costs included in Exhibit B, Project Budget. CONTRACT funds shall not be used as security or to guarantee payments for any non-program obligations, or as loans for non-profit activities. CONTRACT funds shall not be commingled with any other monies of CONTRACTOR. All non-governmental agencies shall establish a separate bank account for CONTRACT funds paid here unless a written waiver is obtained from the COUNTY.

76. MODIFICATION OF DOCUMENTS REQUIRED UNDER CONTRACT: This Contract fully expresses the agreement between the parties. Any modification or alteration of the terms or conditions of this Contract must be by means of a written document signed and approved by both parties. No oral conversation between any officer or employee of the parties shall modify any of the terms or conditions of this Contract. County Program Director, or his designee, may grant modifications to this Contract upon written request of Contractor. County shall specify the form and manner. The following guidelines limit County Program Director's, or his designee's, authority to grant such modifications. All modifications exceeding these guidelines must have the formal approval of the Board of Supervisors.
77. NEPOTISM: The Contractor shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by

the Contractor. For the purposes of this section, the term "administrative capacity" means persons who have overall administrative responsibility for a project including selection, hiring, or supervisory responsibilities. The term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

78. NONDISCRIMINATION IN EMPLOYMENT:

- A. Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability (as defined in 41 CFR 607-41), in accordance with requirements of Federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability, in accordance with requirements of State and Federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Contractor, if a public agency, must have an Affirmative Action program, which complies with the requirements of Title 5 CFR 900, Subpart F, and Standards for a Merit System of Personnel Administration, Section 900.601-606.
- C. Contractor, if employing 15 or more employees, shall develop and implement an Affirmative Action Plan. Employers shall document their efforts to comply with equal employment opportunity principles. Contractor's execution of contract constitutes a statement of Assurance of Compliance with those principles.
- D. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry,

sex, age, or condition of physical or mental disability, in accordance with requirements of Federal law.

- E. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.
- F. Contractor certifies and agrees that it will negotiate with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability, in accordance with requirements of Federal law.
- G. In accordance with applicable State law, Contractor shall allow County, State, and Federal representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Agreement. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- H. If County finds that any of the provisions of Paragraph G. have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of Agreement.
- I. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of \$500.00 pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

79. NONDISCRIMINATION IN PARTICIPATION OF DISABLED PERSONS:
Contractor hereby agrees that it will comply with Sections 503 and 504

of the Rehabilitation Act of 1973, as amended (29 USC 794), and the Americans with Disabilities Act, Public Law 101-336, and all requirements imposed by the applicable HHS regulation (45 CFR Part 74), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor receiving Federal financial assistance.

80. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability (as defined in 41 CFR 607-41) in accordance with requirements of Federal law (Civil Rights Act, Title IV). For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person, any service or benefit or the availability of a facility; providing any service, or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action as attested to by Exhibit "B" to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, culture, language, familial status or condition of physical or mental disability.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

Contractor in a conspicuous place shall post a copy of such procedures available and open to the public, in each of Contractor's facilities where services are provided hereunder.

81. NON-DUPLICATION OF SERVICES: The Contractor shall not use funds received through this agreement to duplicate existing services or activities.

82. NOTICES:

1. Notice of Delays: When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of Agreement, that party shall, within five (5) business days give written notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

2. Notice of Meetings: The Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five (5) business days prior notice to the Contractor of the need to attend such meetings.

The Contractor may verbally request meetings with the County, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

3. Delivery of Notices: Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.

4. Notices to the Contractor: Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business:

5. Notices to the County: Notices and envelopes containing same to the County shall be addressed to:

Roseann Donnelly, Acting Program Manager
Department of Community and Senior Services,
Domestic Violence Unit
3333 Wilshire Boulevard, Suite 400
Los Angeles, CA 90010

6. Change of Address: Either party can designate a new address by giving ten (10) days advance written notice to the other party.

7. **Termination Notices:** In the event of suspension or termination of the Contract, written notices any also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

83. **NOTICES TO CSS:** Notices hereunder shall be in writing and shall be sent to the parties at the following addresses and to the attention of the persons named.

To Contractor: _____

Attention: _____

To County 1. Notices, administrative, program reports and monthly financial status reports:

Community and Senior Services
Domestic Violence Unit
3333 Wilshire Blvd. - Suite 400
Los Angeles, California 90010
Attention: Program Specialist

Contractor shall notify County in writing of any change of its business address at least fifteen days prior to the effective date of such address change.

84. **OWNERSHIP OF DATA/EQUIPMENT:** The County shall be sole owner of all rights, titles and interests in any and all compilations of data reports and deliverables which have been prepared, developed or maintained by the Contractor pursuant to this Agreement. The County shall be sole owner of all rights, title and interests in any and all equipment provided by the County or purchased by the Contractor with County funds, pursuant to this Agreement.
85. **PAYMENT CONTINGENCY:** Payments by the County during the contract period are conditioned by the availability of said PROGRAM funds. The CONTRACTOR meeting performance goals set forth in Exhibit A, Statement of Work. Satisfaction of these conditions shall be determined by County Program Director, or his designee, at his sole discretion.

86. **PERMITS AND LICENSES:** The Contractor shall obtain all licenses and permits necessary for the performance of this Contract prior to its implementation.
87. **PERSONNEL POLICIES:** The County may review Contractor's personnel policies and require Contractor's compliance with certain policies established by CSS. Personnel policies shall include but are not limited to: staff levels, salaries, supervisory-subordinate ratio, consultant fees, fringe benefits, grievance procedures and other related matters. The Contractor agrees to the following provisions related to outside employment of its employees and shall include such provisions in its published personnel policies:
- A. Such employment shall not interfere with the efficient performance of employee's duties in the program;
 - B. Such employment shall not involve a conflict of interest or conflict with the duties in the program
 - C. Such employment shall not occur during the employee's regular or assigned working hours in the program, unless the employee during the entire day on which such employment occurs is on either prior approved annual leave, compensatory leave, or leave without pay.

In adopting procedures to implement the policy stated above, Contractor must provide specific procedures regarding the outside employment of full-time personnel whose duties are not readily confined to a standard workday or workweek.

Contractor must adopt rules restricting or prohibiting the outside employment of executive directors, neighborhood workers, or other employee whose responsibilities include being available for duty during evenings or on weekends.

88. **PROGRAM SUPERVISION, MONITORING AND REVIEW:** Services hereunder shall be provided by Contractor under the general supervision of Director, Community and Senior Services or his authorized designee. Director, or his authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons to be served. Contractor agrees to extend to Director, or his authorized designee, to authorized County representatives the right to review and monitor Contractor's facilities, programs, records, or procedures at any reasonable time. Appropriate staff of Contractor, as requested, by the

Director of Community and Senior Services or his designee shall attend training sessions and meetings called by Department for the purposes of information sharing, policy orientation, and program development and orientation.

Contractor agrees that County and/or State or any duly authorized representative(s), including the State's Auditor-General and the County's Auditor-Controller, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records related to this Contract. Such material, including all pertinent cost reports, accounting and financial records shall be kept and maintained by Contractor at a location in the County for a period of four (4) years after completion of the Contract or until all County and/or State audits are completed for the fiscal period, whichever is later.

In the case of confidential client information, Contractor shall not release personal client data to any person or agency other than the County or agencies listed above without the express authorization of Director, or his designee. Performance reports shall be submitted to CSS by the 5th (fifth) calendar day of the monthly/quarterly reporting period. Contractor shall maintain on the premises a list of clients served and type of services rendered, including service units

89. PROPRIETARY RIGHTS: All materials, data and other information of any kind obtained from the County and all materials, data, reports and other information of any kind developed by the Contractor under this Agreement are confidential to and are solely the property of the County. The Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data reports and information. The provisions in this Paragraph 105, shall survive the expiration or other termination of this Agreement.
1. Recognizing that the County has no way to safeguard trade secrets or proprietary information, the Contractor shall, and does, hereby keep and hold the County harmless from all damages, costs, and expenses by reason of any disclosure by the County of trade secrets and proprietary information. The County shall not require the Contractor to provide any technical information that is proprietary to it, except as is requested by the County to successfully complete the services under the Agreement.
 2. The County shall not require the Contractor to provide any information that is proprietary to it, provided, however, that if the County requests the Contractor proprietary information in order to successfully complete the services under this Agreement,

the Contractor shall mark such information "Proprietary" and the County shall limit reproduction and distribution to the minimum extent consistent with the County's need for such information, and when the County no longer needs such information, but in no event later than expiration or other termination of this Agreement, the County shall either (1) cause all copies of such information to be returned to the Contractor, or (2) certify to the Contractor that all copies of such information have been destroyed.

90. PUBLICITY: Notices, informational pamphlets, press releases, research reports, and similar public notices or publications prepared and released by Contractor in relation to this program shall include the statement,

"This project is funded, in part, by Los Angeles County CalWORKs Domestic Violence Program".

91. PURCHASE AND INVOICES DEADLINES: Purchase of equipment or property must be completed prior to the last three (3) months of the contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to County's Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding limitations require prior approval by County Program Director, or his designee.

92. RECORDS: The Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Paragraph 107, Records Retention and Inspection, herein below.

93. RECORDS AND AUDITS:

- A. Program Records: Contractor shall maintain adequate program records on services provided in sufficient detail to permit an evaluation of services. Program records shall be retained for a minimum four years following expiration or termination of this Agreement if a State or Federal audit has occurred or five years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the County and State. Program records shall be retained by Contractor at Contractor's address as set forth herein and shall be made available at reasonable times to authorized representatives

of County, State and Federal governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to requirements set forth under this Paragraph, Contractor shall comply with any additional program record requirements, which may be included in the Exhibit attached hereto.

1. A listing of County remittances received. The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advices, vendor invoices, subsidiary ledgers and journals, appointment logs, etc.). Any apportionment of costs should be made in accordance with required procedures.

All financial records shall be retained by Contractor at Contractor's address as set forth herein during the term of this Agreement and for a minimum period of four years following expiration or termination of this Agreement if a State or Federal audit has occurred or five years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the County and State. During such retention period, all such records shall be made available during normal business hours to authorized representatives of County, State or Federal governments for purposes of inspection and audit.

2. Effective control and accountability shall be maintained for all cash, real and personal property, and other assets of contractor. Recipients shall adequately safeguard all assets and shall assure that they are used solely for authorized purposes in accordance with requirements of each program.
3. Contractors must maintain accountability for project income and petty cash.
4. Accounting records shall be supported by source documentation such as cancelled checks, paid bills, payrolls, subcontract and contract award documents, etc., which are maintained to comply with record retention requirements.

- B. NON-EXPENDABLE PROPERTY RECORDS: Records for non-expendable property, which was acquired with Federal funds, shall be retained for three years after final disposition of such property.
- C. PRESERVATION OF RECORDS: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight hours thereafter the Director of Community and Senior is to be notified thereof by

Contractor in writing and arrangements are to be made for preservation of the program and financial records referred to herein above.

- D. AUDIT REPORTS: Within one hundred eighty (180) days after the expiration or termination of this Agreement, Contractor shall provide County with an independent auditor's report of Contractor's books and financial records pertaining to this Agreement. Audits must contain the Schedule of Federal Financial Assistance showing a reconciliation of Federal grant funds received per Closeout Report versus expenditures as per approved budget. Federal Single Audits shall comply with OMB Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions or other audit requirements as required by the County of Los Angeles.

Contractor shall follow a systematic method to assure timely and appropriate resolution of audit findings and recommendations in accordance with the Department's requirements.

Contractors with \$300,000 or more in federal grant expenditures must have an audit performed in accordance with OMB Circular A-133 "Audits of States, local Governments, and Non-Profit Organizations", and can charge the cost of the audit to the federal grant(s).

Contractors with federal grant expenditures between \$100,000 and \$300,000 are required to have a program specific audit conducted at their own expense using non-federal funds. Audits must contain a schedule showing a reconciliation of federal grant funds received per Closeout Report versus expenditures as per approved budget.

A reimbursement of funds may be withheld if audits are not received within 180 days after the expiration or termination of this Agreement.

94. **RECORDS RETENTION AND INSPECTION:** The Contractor agrees that the County, State and Federal representatives or any duly authorized representatives thereof, shall at any reasonable time, have access to and the right to examine, monitor, audit, time cards or other records relating to this Agreement at no cost to the County. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the Contractor for a period of five (5) years after the term of this Agreement, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The County may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

Other required documents to be retained include, but not limited to:

- A. **Invoices/Check Stubs:** Monthly and any supplemental invoices and DPSS reimbursement check stubs and employee timesheets.
- B. **Confidentiality Agreement:** Contractor Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment D).
- C. **Licenses:** Fire permit, Elevator license, if applicable, Business licenses and Certifications relating to Contractor's professions.

The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

a. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, Contractor shall either (1) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

b. Failure on the part of the Contractor to comply with the provisions of this Paragraph 107 shall constitute a material breach

of this Agreement upon which the County may terminate or suspend this Agreement.

95. RECYCLED PAPER: Consistent with the Board of Supervisor' policy to reduce the amount of solid waste deposited at the County landfills, the contractor will be required to use recycled-content paper to the maximum extent possible on the contract.
96. REMOVAL OF UNSATISFACTORY PERSONNEL: The County shall have the right, at its sole discretion to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the County, the Contractor shall replace said personnel within twenty-four (24) hours.
97. REPORTS/DIRECT DATA ENTRY: Contractor shall make monthly reports including information required by Director, or his authorized designee, and other reports as required by Director, or his authorized designee, concerning Contractor's activities as they affect the contract duties and purposes contained herein. County shall provide Contractor with a written explanation of the procedures for reporting the required information.
98. RETURN OF EXPENDED FUNDS: Contractor agrees that upon completion of termination of this Contract, any advanced funds which exceed payments due the Contractor under this contract shall be returned to the County within thirty (30) business days of contract completion or termination date.
99. RULES AND REGULATIONS: During the time that the Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of the County facilities. It is the responsibility of the Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately remove and replace within twenty-four (24) hours any of its employees performing services hereunder when notified orally or in writing by the County that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.
100. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely

Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

101. **STAFFING:** Contractor shall operate continuously throughout the entire term of this Agreement with at least the minimum number of staff set forth in Attachment "B", Application, attached hereto, and any other applicable staffing requirements of County for Contractor to provide services hereunder. Such personnel shall be qualified in accordance with all applicable requirements of Domestic Violence and any amendments thereto. CONTRACTOR shall not incur any expenditure for travel outside of Los Angeles County without prior written approval of COUNTY PROGRAM DIRECTOR, or his designee.
102. **SUBCONTRACTING:**
 - A. No performance of this Agreement or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Agreement without the express written consent of the County shall be null and void and shall constitute a breach of terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. The County's determination of whether to approve the Contractor's request to subcontract shall be completely within the discretion of the County.
 - B. Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontractor by the County shall not be construed to constitute a determination of allowing any cost under the Agreement. In no event, shall approval of any subcontract by the County be construed as effecting any increase in the amount provided for in the Agreement.
 - C. The Contractor's request for approval to enter into a subcontract shall include:
 1. A description of the service to be provided by the proposed subcontractor;

2. An identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
 3. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
 4. A resume of the potential subcontractor's background and experience.
103. **SUSPENSION OF OPERATION:** Upon written request to the County, Contractor may be excused from performance hereunder for any period of time attributable to delay caused by inclement weather, earthquake, fire, flood, cloudburst, cyclone or other natural phenomenon of a severe and unusual nature, act of public enemy, epidemic, quarantine restriction, freight embargo, strike or labor dispute, or any other unforeseeable cause beyond the control and without the fault of the Contractor. Contractor shall suspend the project only upon receipt of written approval by County and in accordance with procedures and instructions set forth in said notice of approval.
104. **SUSPENSION/TERMINATION:** This Agreement may be immediately suspended by the County at any time by the Director or his designee upon the giving of written notice to the Contractor. Notice of such suspension shall include the cause for suspension and the effective date and period of the suspension. The suspension shall not exceed a period of sixty (60) calendar days and the Contractor agrees to suspend program operations for the period of the suspension. This Agreement may be suspended for cause or no cause if determined to be in the best interest of the program to protect funds or protect the health, safety, and welfare of participants. This Agreement may be canceled or terminated by either party for any or no reasons at any time by giving at least thirty (30) days written notice to the other. The County may also terminate this Agreement at any time whenever the County determines that the Contractor has materially failed to comply with the terms of this Agreement. Notice of such termination shall be served upon Contractor in writing, and shall specify the effective date of such cancellation in the notice.

The County may immediately terminate this Agreement if the County determines that the Contractor has failed to initiate delivery of service within thirty days of the commencement date of this Agreement or if County determines that funds are not available for this Agreement or for any portion hereof.

In the event of termination of this Agreement and upon receipt by Contractor of notice of termination, Contractor shall:

- A. Use its best efforts to eliminate or minimize all continuing or new costs or expenses under this Agreement.
- B. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- C. Notify all other parties who are subcontractors of the Contractor of such termination within five (5) business days of receipt of Notice of Termination.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agency, or employees to comply with the terms of this Agreement or any directions by or on behalf of the County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately. County's failure to exercise this right to terminate or impose corrective sanctions shall not constitute waiver of such right which may be exercised at any subsequent time.

105. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:** Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 78, the Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute a default by the Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County CSSD shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Paragraph 112, Termination For Default of the Contractor.

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at the Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

106. **TERMINATION FOR CONVENIENCE OF THE COUNTY:** Performance of services under this Agreement may be terminated by the County, in whole or in part, when such action is deemed by the County to be in its

best interest. Termination of work shall be affected by delivery to the Contractor of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

- A. If during the term of this Agreement, the County funds appropriated for the purposes of this Agreement are reduced or eliminated, the County may immediately terminate this Agreement upon written notice to the Contractor.
- B. After receipt of the Notice Termination and except as otherwise directed by the County, the Contractor shall:
 - 1. Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
 - 2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- C. After receipt of a Notice of Termination, the Contractor shall submit to the County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination and such determination shall be final. After such determination made, the County shall pay the Contractor the amount so determined.
- D. Upon termination of this Agreement, the Contractor shall deliver to the County all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
- E. Subject to the provisions of Subparagraph D, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant overhead on work done but shall not include an allowance on work terminated.

The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement, as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

107. TERMINATION FOR DEFAULT OF THE CONTRACTOR:

- A. The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - 1. If the Contractor fails to perform the services within the time specified or, with prior County approval, any extension thereof.
 - 2. If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its term, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- B. In the event the County terminates this Agreement in whole or in part, the County may procure, upon such terms and in such manner, as the County may deem appropriate, services similar to those terminated. The Contractor shall be liable to the County for any incremental and excess costs for such similar services; or
- C. If, after giving Notice of Termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Paragraph 112, Termination For Convenience of the County, herein above.
- D. Upon termination of this Agreement, the Contractor shall adhere to the termination provisions of Paragraph 112 herein above.

108. TERMINATION FOR IMPROPER CONSIDERATION: The County may, be written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that

consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County Officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

109. TERMINATION FOR INSOLVENCY: The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

A. Insolvency of the Contractor:

The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- B. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- C. The appointment of a Receiver or Trustee for the Contractor; or

1. The execution by the Contractor of a general assignment for the benefit of creditors.

- D. The rights and remedies of the County provided in this Subparagraph 115 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

110. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or the Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.

The County shall make a good faith effort to notify the Contractor, in writing, of such non-appropriation at the earliest time.

111. **TIMELY COMPLETION:** Time is of the essence in the provision and completion of service and the work provided the County as stipulated in this Agreement, as is the timely conveyance of reporting deliverables to the County as also stipulated in this Agreement.
112. **TRANSPORTATION:** Contractor's staff shall be reimbursed for the use of private vehicles for trips on official business. The mileage rate shall be a reasonable established rate per mile. Auto mileage claims shall show points of destination, odometer readings, miles claimed, dates and purpose.
113. **UNLAWFUL SOLICITATION:** Contractor shall require all of its employees to acknowledge understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding Unlawful Solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of said provisions by its employees. Contractor agrees to utilize the attorney referral service of all those Bar Associations within the County of Los Angeles that have such a service.
114. **UNUSUAL OCCURRENCES:** Occurrences such as natural disaster, epidemic outbreaks, poisonings, food borne illness, fire, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the Contractor within 24 hours either by telephone (and confirmed in writing) or by telegraph to the local health officer and Community and Senior Services. Occurrences such as theft or vandalism must be reported within 24 hours either by telephone (and confirmed in writing) or by telegraph to the local police/sheriff and

Community and Senior Services. The Contractor shall retain an incident report on file for one year. The Contractor shall furnish such other pertinent information related to such occurrence as the local authorities or Community and Senior Services may require.

115. **VALIDITY:** The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.
116. **VERBAL DISCUSSIONS:** The Contract Manager, or alternate, designated in writing to act in the Contractor's behalf, shall be available to respond to the County's verbal inquiries within twenty-four (24) hours.
117. **WAIVER:** No waiver of a breach of any provision of this Agreement by the County will constitute a waiver of any other breach of said provision or any other provision of this Agreement.

Failure of the County to enforce, at any time or from time to time, any provision of this Agreement, shall not construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

118. **WARRANTY:** The Contractor warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The Contractor shall, within twenty-four (24) hours after oral or written notice from the County, correct any and all defects deficiencies, errors or omissions in services rendered to the County. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the County.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of Community and Senior Services, or duly authorized designee, and the Contractor has subscribed the same through its authorized officer of the day, month and year first above written. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Chief Deputy
Community and Senior Services

APPROVED AS TO FORM:

By _____
Deputy

By _____



CYNTHIA D. BANKS
Chief Deputy

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

"To Enrich Lives Through Effective And Caring Service"

ATTACHMENT iii

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

GENERAL RELIEF OPPORTUNITIES FOR WORK(GROW) DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM FY 2004/05 CONTRACT NO. _____ AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this _____ day of _____ by and between the **COUNTY OF LOS ANGELES**, herein after referred to as the **"COUNTY"** and _____; hereinafter referred to as the **"CONTRACTOR"**.

WHEREAS, the parties hereto have previously entered into a GROW Domestic Violence Supportive Services Program FY 2003/2004 contract for the period July 1, 2004 through June 30, 2005 for an amount not to exceed \$ _____;

WHEREAS, the parties desire to amend this Contract and its Exhibits in accordance with the terms and conditions as set forth below;

NOW, THEREFORE, the parties hereto agree as follows:

- I. **CONTRACT FUNDING** is amended as follows:
COUNTY shall reimburse CONTRACTOR an amount not to exceed \$ _____ during the full period of the Contract. Payments to CONTRACTOR shall be from the DPSS General Fund budget FY2004/2005 as follows:

An amount of \$ _____, will be [] increased to [] decreased from, the original amount as specified in Exhibit B-1 for supplying services indicated in Exhibit A-1;

- II. **EXHIBITS A-1 AND B-1 SCOPE OF WORK / PROJECT BUDGET**
The attached Exhibits A and B are the ongoing Exhibits A and B of the Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles, has caused this Amendment to be subscribed by the Director of Community and Senior Services, or his designee, and the CONTRACTOR has subscribed the same through its authorized officer, on the day, month, and year written above.

The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES
Community and Senior Services

Agency's Legal Name (Print or Type)

By _____
Title (Print or Type)

By _____
Cynthia Banks,
Chief Deputy

Authorized Signature

APPROVED AS TO FORM:
OFFICE OF THE COUNTY
COUNSEL

(Print or Type Name)

Date

By _____
Deputy

GROW 2004/05 Amend Inc./Dec Rev. 5-25-04
Copies Required: 2 Originals, 3 Copies along with appropriate Exhibit Forms

CSS, Domestic Violence Unit: 3333 Wilshire Blvd., Suite 400 • Los Angeles, CA 90010 • (213) 639-6390 Fax (213) 351-2019